

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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TRAVELERS CASUALTY INSURANCE
COMPANY OF AMERICA,

Plaintiff,

-against-

PROPOSED
DEFAULT JUDGMENT

7:21-cv-08220-KMK

BLIZZARD BUSTERS SNOWPLOWING CORP.,
BLIZZARD BUSTERS SNOWPLOWING, INC.,
BLIZZARD BUSTERS, CORP., BLIZZARD
BUSTERS LANDSCAPING & SNOWPLOWING,
NORMA REID-LYNCH, and COSTCO
WHOLESALE CORPORATION,

Defendants.

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This action having been commenced on October 5, 2021 by the filing of the Summons and Complaint; and

A copy of the Summons and Complaint having been served on defendant Blizzard Busters Snowplowing Corp. on October 28, 2021, by delivery to Jennifer Pelusi, wife of Frank Massaregli, owner of Blizzard Busters Snowplowing Corp., who is authorized to accept service, and proof of that service having been filed on November 9, 2021; and

A copy of the Summons and Complaint having been served on defendant Blizzard Busters Snowplowing, Inc. on October 28, 2021, by delivery to Jennifer Pelusi, wife of Frank Massaregli, owner of Blizzard Busters Snowplowing, Inc., who is authorized to accept service, and proof of that service having been filed on November 9, 2021; and

A copy of the Summons and Complaint having been served on defendant Blizzard Busters, Corp. on October 28, 2021, by delivery to Jennifer Pelusi, wife of Frank Massaregli, owner of Blizzard Busters, Corp., who is authorized to accept service, and proof of that service having been filed on November 9, 2021; and

A copy of the Summons and Complaint having been served on defendant Blizzard Busters Landscaping & Snowplowing on October 28, 2021, by delivery to Jennifer Pelusi, wife of Frank Massaregli, owner of Blizzard Busters Landscaping & Snowplowing, who is authorized to accept service, and proof of that service having been filed on November 9, 2021; and

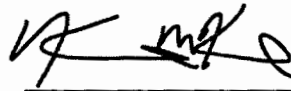
A copy of the Summons and Complaint having been served on defendant Norma Reid-Lynch on October 26, 2021, by delivery to Norma Reid-Lynch, and proof of that service having been filed on November 2, 2021; and

The defendants Blizzard Busters Snowplowing Corp., Blizzard Busters Snowplowing, Inc., Blizzard Busters, Corp., Blizzard Busters Landscaping & Snowplowing, and Norma Reid-Lynch not having answered the Complaint, and their time for answering the Complaint having expired, it is

ORDERED, ADJUDGED, and DECREED that default judgment is granted against defendants Blizzard Busters Snowplowing Corp., Blizzard Busters Snowplowing, Inc., Blizzard Busters, Corp., Blizzard Busters Landscaping & Snowplowing, and Norma Reid-Lynch, declaring that: (i) there is no coverage for defendants Blizzard Busters Snowplowing Corp., Blizzard Busters Snowplowing, Inc., Blizzard Busters, Corp., and Blizzard Busters Landscaping & Snowplowing for the underlying lawsuit styled *Norma Reid-Lynch v. Costco Wholesale Corporation, et al.* pending in the Supreme Court of the State of New York, County of Bronx, Index No. 25857/2018E, along with the associated third-party action styled *Costco Wholesale Corporation v. Blizzard Busters Snowplowing, Inc., et al.* (together, the “Underlying Action”); (ii) Travelers owes no duty to defend Blizzard Busters Snowplowing Corp., Blizzard Busters Snowplowing, Inc., Blizzard Busters, Corp., and Blizzard Busters Landscaping & Snowplowing in connection with the Underlying Action; (iii) Travelers owes no duty to indemnify Blizzard Busters

Snowplowing Corp., Blizzard Busters Snowplowing, Inc., Blizzard Busters, Corp., and Blizzard Busters Landscaping & Snowplowing in connection with the Underlying Action; and (iv) Travelers may withdraw its defense of Blizzard Busters Snowplowing Corp., Blizzard Busters Snowplowing, Inc., Blizzard Busters, Corp., and Blizzard Busters Landscaping & Snowplowing in the Underlying Action.

Dated: 2/16/22



Hon. Kenneth M. Karas, U.S.D.J.

This document was entered on the docket
on _____.